

A. G. Contract No. KR900306TRD
ECS File: JPA-90-13
Project: US89A Sidewalk
Section: Verde St. to Holly St.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF JEROME

THIS AGREEMENT is entered into 13 April 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF JEROME, acting by and through its Town Council (the
"Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. The Town and the State desire to participate in the
construction of improvements to US-89A by the installation of
approximately 670 lineal feet of 5 foot wide sidewalk along
US-89A between Verde Street and Holly Street, hereinafter
referred to as the Project, at an estimated cost of \$20,000 for
the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO.	<u>14674</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>4/13/90</u>
	<u>Jim Sheen</u> Secretary of State
By	<u>V. Greenwell</u>

II. SCOPE OF WORK

1. The Town will:

a. Provide design, accomplish construction and upon completion approve and accept the Project.

b. Be responsible for any claims for extra compensation due to delays or whatever reason.

c. Upon completion and acceptance, invoice the State in an amount not to exceed \$20,000.

d. Provide maintenance to the Project as required.

2. The State will:

a. Reimburse the Town in an amount not to exceed \$20,000 within thirty (30) days after receipt of an approved invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town of Jerome
Town Hall - Main Street
Jerome, AZ 86331

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF JEROME

STATE OF ARIZONA

Department of Transportation

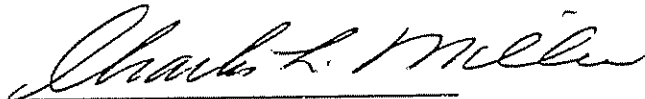
By *Francesca Leggett*
Mayor
Title

By *Robert P. Mickelson*
ROBERT P. MICKELSON
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 26th day of January 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Jerome for the purpose of defining responsibilities for the construction of improvements to US-89A including the installation of 668 LF of five foot sidewalk from Main Street to Holly Street.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

I, BETSY LLOYD, TOWN CL K FOR THE TOWN OF JEROME, REBY CERTIFY THAT THE FOLLOWING IS A TRUE AND ACCURATE ACCOUNT OF THE MEETING OF THE JEROME TOWN COUNCIL. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD MINUTE RECORD OF THE JEROME TOWN COUNCIL AND THAT A QUORUM WAS PRESENT. MEETING HELD MARCH 13, 1990
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Betsy Lloyd 3/20/90

Motion by Segretti, second by Lawrence to accept the Fire Protection Agreement with the suggested changes. All voted in favor.

E. IGA Between ADOT and Town of Jerome for Sidewalk Repairs on Hwy 89A Between Holly and Verde Streets - Motion by Lawrence, second by Butcher to enter into the intergovernmental agreement for sidewalk repairs. All voted in favor.

ITEM 7 - NEW BUSINESS:

A. Earth Day Proclamation - Motion by Segretti, second by Soule to declare April 22, 1990, Earth Day 1990. All voted in favor.

B. Fair Housing Proclamation - Motion by Smith, second by Butcher to declare March Fair Housing Month. All voted in favor.

C. Right-of-Way Permits - Proposal by clerk to require permits for work in town's right-of-way. There was no support for this proposal.

D. St. Patrick's Day Parade - Motion by Segretti, second by Smith to allow the Methodist Church to have a St. Patrick's Day Parade on Saturday, March 17, 1990. All voted in favor.

E. Appointment of Elections Board - Motion by Butcher, second by Smith to appoint Mary Lou Thompson, Lillian Lee Marini, Mickey Peterson, Kathy Davidson, and Anna Ruth Cram to serve on Elections Board. All voted in favor.

F. Jerome Fire Training Facility - Segretti moved that the town had no choice but to do away with the Fire Training Facility, because it does not meet the state's criteria as a fire training facility. Soule seconded the motion and all voted in favor. Tovrea will grade the area and signs have been posted to stop dumping there.

G. Use of HURF Contingency Funds to purchase Street Sweeper - Council instructed the clerk to have the street sweeper returned to the Salvation Army, because it needs brushes and they are not available.

H. Spirit Room Liquor License - Motion by Smith, second by Butcher to approve the liquor license. All voted in favor.

I. Staggered Terms for Councilmembers - Clerk noted that the terms would have to be four year terms as required by Arizona Revised Statutes. Soule suggested that perhaps as an incentive for people to run and to take a longer term, payment of salaries should be considered. Segretti moved to postpone this item until the next regular meeting. Smith seconded the motion and all voted in favor.

JPA 90-13

APPROVAL OF THE TOWN ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the TOWN OF JEROME and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 13 day of March 1990.

A handwritten signature in cursive script, appearing to read "Chet LaRue", written over a horizontal line.

Town Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

RECEIVED
CONSULTANTS
SERVICES

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. AR 90-0306-TRD an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of April, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, reading "James R. Reppas", written over a horizontal line.

Assistant Attorney General
Transportation Division